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CLERK OF THE
DISTRICT COURT
KRISTIE LEE BOELTER
2013 APR 4 AM 11 15

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BY (2) [Signature]
DEPUTY

MONTANA THIRTEENTH JUDICIAL DISTRICT COURT, YELLOWSTONE COUNTY

BRETT QUALTERS,

Plaintiff,

vs.

CABLEVISION SYSTEMS
CORPORATION, d/b/a BRESNAN and
OPTIMUM,

Defendant.

) Cause No.: DV-13-0221

) Judge: G. TODD BAUGH

) **FIRST AMENDED COMPLAINT AND**
) **DEMAND FOR JURY TRIAL**

Plaintiff, Brett Qualters, through counsel, Elizabeth J. Honaker, for his amended complaint against Defendant, Cablevision Systems Corporation, d/b/a Bresnan and Optimum, states and alleges as follows:

I.

THE PARTIES

1. At the time of the acts complained of in this Complaint, Plaintiff Brett Qualters was an individual with his place of residence located in Billings, Yellowstone County, Montana, and an employee of Defendant.

2. Defendant, Cablevision Systems Corporation, d/b/a Bresnan and Optimum, at all times mentioned was, a New York corporation doing business in the State of Montana.

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ORIGINAL

EXHIBIT B

3. At all times pertinent hereto, employees of Defendant acted as agents of Defendant with respect to certain allegations set forth below.

II.

GENERAL ALLEGATIONS

4. Plaintiff restates and realleges Paragraphs 1 through 3 of the Complaint as if fully set forth herein.

5. Plaintiff first became employed full-time with Defendant in February 2011, in the Billings office, and worked for said Defendant until February 17, 2012, when he was discharged from employment.

6. Plaintiff performed his work with Defendant in a satisfactory manner during his term of employment, up until the time of his termination.

7. During his term of employment, Plaintiff requested an accommodation due to a serious medical condition. On or about January 12, 2012, Defendant approved the accommodation and five weeks later discharged him from employment for no legitimate business reason.

8. The decision to terminate Plaintiff was a decision made by the agents and/or employees of Defendant thereby rendering this Defendant liable for Plaintiff's damages.

III.

COUNT ONE

BREACH OF THE WRONGFUL DISCHARGE FROM EMPLOYMENT ACT

9. Plaintiff restates and realleges Paragraphs 1 to 8 of the Complaint as if fully set forth herein.

10. Plaintiff was not a probationary employee at the time of his termination.

11. Plaintiff's termination was without good cause.

12. In the alternative, Defendant violated the provisions of its own written personnel policy in terminating Plaintiff.

13. Defendant, in terminating the employment of Plaintiff, violated the Montana Wrongful Discharge Act, Section 39-2-901 et seq., and caused Plaintiff damages as further set forth below.

14. At the time of his termination, Plaintiff was earning approximately \$ 27,280.00 per year, together with fringe benefits.

15. Other than part time work, and despite efforts, Plaintiff has not secured any full time employment to date since his termination and will continue to suffer a loss of income until he obtains employment.

16. Plaintiff is entitled to his lost wages and lost fringe benefits pursuant to the Montana Wrongful Discharge Act.

DEMAND FOR A JURY TRIAL


17. Plaintiff demands a trial by jury.

WHEREFORE, Plaintiff prays for judgment for Plaintiff and against Defendant as follows:

1. For his money damages for Defendant's violation of the Montana Wrongful Discharge Act;
2. For costs of suit and other disbursements; and
3. For such other and further relief as the Court deems just and proper under the circumstances.

DATED this 28th day of March, 2013.

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